

C.

4. At and during all the times hereinafter mentioned, STX, Orion, and Nyala had and now have the legal status and offices and places of business stated in Schedule A. They were, and now are, engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered and controlled the above-named vessel which now is, or will be, within the jurisdiction of this Court during the pendency of this action.

D.

5. At all times herein, Coastal Cargo was and now is a Louisiana corporation, or similar entity, with power to sue and be sued, which had and now has the legal status and office and places of business as stated in Schedule A. They were, and now are, engaged in business as cargo handlers, heavy-lift providers, stevedores, and/or warehousemen of goods. Coastal Cargo may be served as stated in Schedule A attached.

E.

6. On or about August 6, 2008, at the port of Busan, Korea, the M/V Nyala and STX, Orion, and Nyala received, in good order and condition, the shipment described in Schedule A, which the vessel and defendants accepted and agreed to transport for certain consideration to the Port of Houston, Texas.

F.

7. Thereafter, the vessel arrived at the Port of Houston, where the cargo was found physically damaged by rough, careless, and improper handling and/or short-delivered. On information and belief, defendants breached, failed and violated their duties and obligations as common carriers and were otherwise at fault.

G.

8. Alternatively, and without waiving the above causes of action, on or September 27, 2008, Coastal received, in good order and condition, the cargo stated in schedule A to be handled after delivery from the ocean vessel, M/V Nyala in Houston, Texas. Coastal Cargo received the cargo at the Port in Houston and agreed to store and handle the goods during its trans-shipment from the ocean vessel to trucks acquired to carry the cargo to its final destination. Upon information and belief, Coastal Cargo was to provide safe storage for the goods while they awaited transfer. The cargo was lost, at whole or in part, during Coastal Cargo's possession and handling of the goods. The cargo was short-delivered due to the negligence and breach of contract of defendant Coastal Cargo. The monetary loss incurred to Plaintiff as a result of the short delivery of the goods in question was \$15,836.98, for which plaintiff prays for recovery.

H.

9. Plaintiff further alleges, in the alternative and without waiving the above cause of action, that all defendants were bailees of plaintiff's cargo described in Schedule A. Defendants delivered the cargo described in Schedule A in a damaged condition and/or short-delivered, which did not exist at the time of plaintiff's/bailor's delivery to the bailee as described in Schedule A. Defendants breached their duties and obligations as bailees and were negligent.

I.

7. Plaintiff was the shipper, consignee and/or owner of the shipment and brings this action on its own behalf and, as agent and trustee, on behalf of and for the interest of all parties who may be or become interested in the shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

J.

8. Plaintiff has duly performed all duties and obligations on its part to be performed.

K.

9. By reason of the above-stated premises, plaintiff has sustained damages, as nearly as same can now be estimated, no part of which has been paid although duly demanded, in the amount of TWENTY – ONE THOUSAND NINE HUNDRED AND EIGHTY SEVEN AND 61/100 DOLLARS (\$21,987.61).

L.

10. All and singular the premises are true and within the admiralty, maritime, and pendent jurisdiction of the United States and of this Honorable Court.

Plaintiff prays:

1. That summons in due form of law may issue against defendants;
2. That a judgment may be entered in favor of plaintiff against defendants, one or more of them, for the amount of plaintiff's damages together with interest and the costs and disbursements of this action;
3. That process in due form of law according to the practice of this court in causes of admiralty or maritime jurisdiction may issue against said the vessel, her engines, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath all and singular the matters stated, and this court will be pleased to pronounce a judgment in favor of plaintiff for damages together with interest, costs and disbursements, and the motor vessel may be condemned and sold to pay therefor; and
4. That this court will grant to plaintiff such other and further relief as may be just and proper.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sara Banks", written over a horizontal line.

DANA K. MARTIN

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Texas Bar No. 13057830

SARA M. BANKS

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ATTORNEYS FOR PLAINTIFF
SPECTRA RESOURCES CORPORATION

OF COUNSEL:

HILL RIVKINS & HAYDEN LLP

THE STATE OF TEXAS *
 *
COUNTY OF HARRIS *

Sara M. Banks, being duly sworn, deposes and says:

She is an attorney and associate of the firm of Hill Rivkins & Hayden LLP, attorneys for plaintiff herein; she has read the foregoing complaint and knows the contents thereof; and that the same is true to her own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, she believes them to be true.

The reason this Verification is made by me and not by Plaintiffs is that Plaintiffs are corporations, none of whose officers are now within this District.

The sources of deponent's information and the grounds for her belief as to those matters stated in the complaint, to be alleged on information and belief, are documents and records in his files.

Sara Banks

Subscribed and sworn to before me, the undersigned authority, this 3rd
day of September, 2009.

Rosa Landin



Notary Public, State of Texas
My Commission Expires 3/26/2012

SCHEDULE A

LEGAL STATUS AND PLACE OF BUSINESS OF PARTIES

Plaintiff, **Spectra Resources Corporation**, was and now is a corporation with an office and place of business at:

28506 Constellation Rd.
Valencia, CA 91355

M/V Nyala, was at all material times a bulk carrier vessel sailing under the Liberian flag. The vessel was built in 2006, its call sign is A8IL7, and its gross tonnage is 30,046 tons.

Defendant, **STX Pan Ocean Co., Ltd.**, was and now is a foreign corporation, or similar entity, with power to sue and be sued, which regularly does business in Texas and/or the United States as a common carrier of goods, which does not maintain a designated agent on whom service may be made in Texas, and thus may be served through F.R.C.P. 4(k)2, or through the Secretary of State of Texas under the Texas Long-Arm Statute, Tex. Civ. Prac. & Rem. Code § 17.044 et. seq., in care of its home office at:

STX Namsan Tower
631 Namdaemunno 5-ga
Jung-gu, Seoul, Korea

Or its United States office at:

Mr. D. Y. Lee
STX Pan Ocean Co, Ltd.
201 Route 17 North, 3rd Floor
Rutherford, NJ 07070

Defendant, **Orion Bulkurs GmbH & Co. KG**, was and now is a foreign corporation, or similar entity, with power to sue and be sued, which regularly does business in Texas and/or the United States as a common carrier of goods, which does not maintain a designated agent in Texas upon whom service may be made, and thus may be served through F.R.C.P. 4(k)2, or through the Secretary of State of Texas under Texas Long-Arm Statute, Tex. Civ. Prac. & Rem. Code § 17.044 et. seq., in care of its home offices:

Grosse Ebstrasse 145F
P.O. Box 52 05 62
Hamburg 22595 Germany

Defendant, **Nyala Maritime Ltd.**, was and now is a foreign corporation, or similar entity, with power to sue and be sued, which regularly does business in Texas and/or the United States as a common carrier of goods, which does not maintain a designated agent in Texas upon whom service may be made, and thus may be served through F.R.C.P. 4(k)2,

or through the Secretary of State of Texas under Texas Long-Arm Statute, Tex. Civ. Prac. & Rem. Code § 17.044 et. seq., in care of its home offices:

80 Broad St.
Monrovia, Liberia

Or

Ports America Group
99 Wood Avenue South, Level 8
Suite 804
Iselin, NJ 08830

Defendant, **Coastal Cargo of Texas, Inc.**, is a foreign corporation or other business entity, with power to sue or be sued, which regularly engages in business in Texas as a broker and/or common carrier of goods, which may be served through its registered agent:

CT Corporation System
350 N. St. Paul St.
Dallas, Texas 75201

DESCRIPTION OF SHIPMENT

Vessel:	M/V Nyala
Date of Shipment:	September 27, 2008
Port of Shipment:	Busan, South Korea
Port of Discharge:	Houston, Texas
Shipper:	Union Steel
Consignee:	Dongkuk International, Inc.
Importer:	Spectra Resources Corporation
Description of Shipment:	Steel Coils
Nature of Loss or Damage:	Physical damage and short-delivery
Amount:	\$21,987.61